

1 R. Scott Weide, Esq.  
Nevada Bar No. 5541  
2 *sweide@weidemiller.com*  
Kendele L. Works, Esq.  
3 Nevada Bar No. 9611  
*kworks@weidemiller.com*  
4 **WEIDE & MILLER, LTD.**  
7251 W. Lake Mead Blvd., Suite 530  
5 Las Vegas, NV 89128-8373  
Tel. (702) 382-4804  
6 Fax (702) 382-4805

7 Attorneys for JS Products, Inc.

8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 JS PRODUCTS, INC., ) **Case No.: 2:11-cv-01856-RCJ-GWF**  
11 )  
Plaintiff, ) ~~**[PROPOSED]**~~ **STIPULATED**  
12 ) **PROTECTIVE ORDER REGARDING**  
vs. ) **CONFIDENTIALITY**  
13 )  
KABO TOOL COMPANY; JOHN DOE )  
14 ENTITIES I-X; and JOHN DOES XI-XX, )  
15 Defendants. )  
16 \_\_\_\_\_ )  
AND ALL RELATED CLAIMS )  
17 \_\_\_\_\_ )

18 WHEREAS, the Parties and other non-parties may, during the course of this litigation,  
19 be required to disclose trade secrets and other confidential research, development, marketing, or  
20 proprietary commercial information within the meaning of Rule 26(c) of the Federal Rules of  
21 Civil Procedure; and

22 WHEREAS, the Parties have, through counsel, stipulated and agreed to entry of this  
23 Protective Order pursuant to Rule 26(c) to prevent unnecessary disclosure or dissemination of  
24 such confidential information;

25 IT IS HEREBY STIPULATED that the following provisions of this Order shall govern  
26 and control the disclosure, dissemination, and use of information in this litigation.

27 1. This Order shall govern the production, use, and disclosure of confidential  
28 documents and information produced, used, or disclosed in connection with this litigation and

1 designated in accordance with this Order.

2           2. Any Party (hereinafter "Designating Party") may designate information or  
3 documents produced, used, or disclosed in connection with this litigation ("Discovery  
4 Material") as "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" to  
5 the other Parties and other persons involved in this litigation (collectively "Receiving Party") by  
6 stamping the legend "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES  
7 ONLY" on the documents or orally if recorded as part of a deposition or court record, pursuant  
8 to the terms of this Order. In designating Discovery Material as "CONFIDENTIAL" or  
9 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY," counsel for a Designating Party will  
10 make such designation only as to that information that he or she in good faith believes to be  
11 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" as defined in  
12 Paragraphs 2.a. or 2.b. of this Order.

13           a. "CONFIDENTIAL" means trade secrets, other confidential, non-public and  
14 proprietary technical information, including, research or development information, patent  
15 applications, trademark applications, commercial, financial, budgeting and/or accounting  
16 information, information about existing customers, marketing studies, performance and  
17 projections, business strategies, decisions and/or negotiations, personnel compensation,  
18 evaluations and other employment information, as well as confidential and proprietary  
19 information about affiliates, parents, subsidiaries and third parties with whom the Parties to this  
20 litigation have or have had business relationships which a Designating Party in good faith so  
21 designates because of its view that the information or any information derived therefrom  
22 contains or reflect trade secrets, or other confidential research, development, or commercial  
23 information. The "CONFIDENTIAL" category shall be invoked by a Designating Party only  
24 relative to documents or categories of documents that contain confidential information that  
25 legitimately falls within the definition of protectable documents under Fed. R. Civ. P. 26(c).

26           b. "CONFIDENTIAL" information may be further restricted by an  
27 "ATTORNEY'S EYES ONLY" designation. Designation of "CONFIDENTIAL" information  
28 with the further restriction of "ATTORNEY'S EYES ONLY" shall be limited to information

1 and documents that contain or refer to trade secrets or other confidential or technical research,  
2 development, business, or financial information that, if disclosed to a business competitor, may  
3 tend to damage the Designating Party's competitive position.

4 3. The designation of Discovery Material in the form of documents, responses to  
5 requests for admission and interrogatories, responses to subpoenas or other tangible materials  
6 (including, without limitation, electronically stored information), other than depositions or other  
7 pretrial testimony, as "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES  
8 ONLY" shall be made by the Designating Party in the following manner:

9 a. Documents designated "CONFIDENTIAL" shall be so marked by conspicuously  
10 affixing the legend "CONFIDENTIAL" on each page containing any confidential information  
11 (or in the case of computer medium on the medium and its label and/or cover) to which the  
12 designation applies. Such designated Discovery Material shall also be identified by Bates  
13 number. To the extent practical, the "CONFIDENTIAL" legend shall be placed near the Bates  
14 number;

15 b. Documents designated "CONFIDENTIAL -- ATTORNEY'S EYES ONLY"  
16 shall be so marked by conspicuously affixing the legend "CONFIDENTIAL -- ATTORNEY'S  
17 EYES ONLY" on each page containing any counsel eyes only information (or in the case of  
18 computer medium on the medium and its label and/or cover) to which the designation applies.  
19 Such designated Discovery Material shall also be identified by Bates number. To the extent  
20 practical, the "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" legend shall be placed near  
21 the Bates number;

22 c. If a document has more than one designation, the more restrictive or higher  
23 confidential designation applies.

24 d. As to those documents that are produced for examination for the purposes of  
25 allowing opposing counsel to determine which of those documents opposing counsel desires  
26 copies, those documents shall be treated as "CONFIDENTIAL -- ATTORNEY'S EYES  
27 ONLY" pursuant to this Order, whether or not marked, until copies of the documents are  
28 requested and produced, at which time the produced documents and information therein shall be

1 held pursuant to this Order based upon the designation, if any, marked upon the documents by  
2 the Designating Party.

3 e. Documents printed out from any electronic medium marked with  
4 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" shall be marked  
5 by the Party printing such documents with the same designation as the electronic medium from  
6 which they are printed.

7 f. To the extent electronically stored information or other material cannot  
8 physically be labeled "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES  
9 ONLY," the Parties will identify the material with sufficient specificity to put Parties and others  
10 subject to this Order on notice as to the confidential nature or such material.

11 4. Information conveyed or discussed in testimony at a deposition or a court hearing  
12 shall be subject to this Order provided it is designated "CONFIDENTIAL" or  
13 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" orally or in writing either at the time the  
14 testimony is given or after receipt by the Parties of the transcript. During such time as any  
15 information or documents designated "CONFIDENTIAL" or "CONFIDENTIAL --  
16 ATTORNEY'S EYES ONLY" are disclosed in a deposition, any Party shall have the right to  
17 exclude from attendance at the deposition any person who is not entitled to receive such  
18 information or documents pursuant to this Order. Unless counsel for a Party states otherwise on  
19 the record, the entire deposition transcript for each deponent in this litigation and the  
20 information contained therein is to be treated as "CONFIDENTIAL ATTORNEY'S EYES  
21 ONLY" for a period of time not to exceed 30 days after the Party receives a copy of the  
22 deposition transcript, during which time the Party may designate, in writing, specific portions of  
23 the transcript "CONFIDENTIAL" or "CONFIDENTIAL ATTORNEY'S EYES ONLY" as  
24 appropriate. If the Party fails to designate in writing any portions of the transcript as  
25 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" within the 30-day  
26 period, the other Parties shall be permitted to use the transcript and the information contained  
27 therein with no restrictions of confidentiality subject to the provisions of paragraph 5 below.

28 5. Subject to the provisions of Paragraphs 2 and 3, the failure to designate

1 information or documents as “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEY’S  
 2 EYES ONLY” in accordance with this Order and the failure to object to such a designation shall  
 3 not preclude a Party at a later time from subsequently designating or objecting to the designation  
 4 of such information or documents as “CONFIDENTIAL” or “CONFIDENTIAL --  
 5 ATTORNEY’S EYES ONLY.” The Parties understand and acknowledge that failure of a Party  
 6 to designate information or documents as “CONFIDENTIAL” or “CONFIDENTIAL --  
 7 ATTORNEY’S EYES ONLY” relieves the Receiving Party of obligations of confidentiality  
 8 until such a designation is made, except as otherwise provided herein. If any Discovery  
 9 Material is appropriately designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
 10 ATTORNEYS’ EYES ONLY” after the Discovery Material was initially produced, the  
 11 Receiving Party, on timely notification of the designation, must make reasonable efforts to  
 12 assure that the Discovery Material is treated in accordance with the provisions of this Order.  
 13 Within five (5) days of receipt of the substitute copies of Discovery Material, the Receiving  
 14 Party shall return the previously undesignated Discovery Material and all copies thereof.

15 6. A Party that objects to the designation of any document or information as  
 16 “CONFIDENTIAL” or “CONFIDENTIAL -- ATTORNEY’S EYES ONLY” shall provide  
 17 written notice of the objection to the Designating Party. The notice shall state with specificity  
 18 the document objected to and the basis for the objection. A Party that elects to initiate a  
 19 challenge to a Designating Party’s confidentiality designation must do so in good faith and must  
 20 begin the process by conferring directly (in voice to voice dialogue; other forms of  
 21 communication are not sufficient) with Counsel for the Designating Party. In conferring, the  
 22 challenging Party must explain the basis for such challenging Party’s belief that the  
 23 confidentiality designation was not proper, must give the Designating Party an opportunity to  
 24 review the designated Discovery Material, to reconsider the circumstances, and, if no change in  
 25 designation is offered, to explain the basis for the chosen designation. If the dispute cannot be  
 26 resolved, the challenging Party may move the Court requesting that the document(s) in question  
 27 be re-designated. If such motion is brought by the challenging Party, the Designating Party shall  
 28 bear the burden of establishing the confidentiality of the document(s) in question. No Party shall

1 be under any obligation to object to any designation of confidentiality at the time such  
2 designation is made, or any time thereafter. No Party shall, by failure to object, be found to have  
3 acquiesced or agreed to such designation or be barred from objecting to such a designation at  
4 any time thereafter.

5 7. Other than by the Designating Party, any information or document designated as  
6 “CONFIDENTIAL” shall be used solely in connection with this litigation and shall not be used  
7 in any other manner by a Receiving Party. Any such designated information or documents shall  
8 not be disclosed to anyone other than:

- 9 a. the Court and court personnel;
- 10 b. court reporters taking testimony in these actions and their necessary  
11 stenographic, videographic, and clerical personnel;
- 12 c. the counsel and law firms representing the Parties in this litigation and such  
13 counsel’s employees, and third-party copy or document management vendors;
- 14 d. the directors and officers of each Party and no more than a total of seven (7)  
15 employees of each Party, who shall, prior to receiving such designated information or  
16 documents, be furnished with a copy of this Order and shall execute a Declaration in the form of  
17 Exhibit A attached hereto, confirming that he/she has read and understands the provisions of this  
18 Order and agrees to be bound hereby (“Designated Employees”);
- 19 e. testifying experts, investigators, consulting experts, advisors, jury consultants,  
20 and mock jury members that are not presently employees of a Party, provided, however, that  
21 before any such person is shown or receives any information or document designated as  
22 “CONFIDENTIAL,” he or she must execute a Declaration in the form of Exhibit A attached  
23 hereto;
- 24 f. persons testifying in depositions or court proceedings (including, without  
25 limitation, persons preparing to testify in such depositions or court proceedings) to the extent the  
26 “CONFIDENTIAL” document or information was authored by, addressed to, or received by the  
27 person or Party testifying; and
- 28 g. such other persons as the Parties may designate in writing by stipulation or orally

1 agree upon on the record at a deposition in this litigation, provided, however, that before such  
2 person is shown or receives any information or document designated as "CONFIDENTIAL," he  
3 or she must (1) execute a Declaration in the form of Exhibit A attached hereto or (2) agree  
4 orally on the record at a deposition in these actions to be bound by the terms of this Order, and  
5 further provided that any documents designated as "CONFIDENTIAL" shall not be left in the  
6 possession of the person subject to this subparagraph "g", except as may be required by Fed. R.  
7 Civ. P. 30 or unless the person otherwise qualifies for access to such documents pursuant to this  
8 Order.

9 8. Information designated "CONFIDENTIAL -- ATTORNEY'S EYES ONLY"  
10 shall be used solely in connection with this litigation and production of such information shall  
11 be limited to:

- 12 a. the Court and court personnel;
- 13 b. court reporters taking testimony in these actions and their necessary  
14 stenographic, videographic, and clerical personnel;
- 15 c. the counsel and law firms representing the Parties in this litigation and such  
16 counsel's employees, and third-party copy or document management vendors;
- 17 d. testifying experts, investigators, consulting experts, advisors, jury consultants,  
18 and mock jury members that are not presently employees of a Party, provided, however, that  
19 before any such person is shown or receives any information or document designated as  
20 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY," he or she must execute a Declaration in  
21 the form of Exhibit A attached hereto;
- 22 e. persons testifying in depositions or court proceedings (including, without  
23 limitation, persons preparing to testify in such depositions or court proceedings) to the extent the  
24 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" document or information was authored  
25 by, addressed to, or received by the person or Party testifying; and
- 26 f. such other persons as the Parties may designate in writing by stipulation or orally  
27 agree upon on the record at a deposition in these actions, provided, however, that before such  
28 person is shown or receives any information or document designated as "CONFIDENTIAL --

1 ATTORNEY'S EYES ONLY" he or she must (1) execute a Declaration in the form of Exhibit  
2 A attached hereto or (2) agree orally on the record at a deposition in these actions to be bound  
3 by the terms of this Order, and further provided that any documents designated as  
4 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" shall not be left in the possession of the  
5 person subject to this subparagraph "f", except as may be required by Fed. R. Civ. P. 30 or  
6 unless the person otherwise qualifies for access to such documents pursuant to this Order.

7 9. This Order shall apply equally to documents and information produced by non-  
8 Parties to this litigation pursuant to subpoena or other disclosure. A non-Party may designate  
9 documents or information it produces as "CONFIDENTIAL" or "CONFIDENTIAL --  
10 ATTORNEY'S EYES ONLY" pursuant to this Order. A non-Party that makes original  
11 documents or information available for inspection and review need not designate such  
12 documents or materials for protection until after the inspecting Party has indicated which  
13 documents or material such inspecting Party would like copied and produced. During the  
14 inspection and before the designation, all of the documents or material made available for  
15 inspection shall be deemed "CONFIDENTIAL -- ATTORNEY'S EYES ONLY." After the  
16 inspecting Party has identified the documents or materials such inspecting Party wants copied  
17 and produced, the non-Party shall determine which documents or materials, or portions thereof,  
18 qualify for protection under this Order. Before producing the specified documents or materials,  
19 the non-Party shall affix the appropriate legend ("CONFIDENTIAL" or "CONFIDENTIAL --  
20 ATTORNEY'S EYES ONLY") on each page containing information or material that qualifies  
21 for protection under this Order. If only a portion or portions of the material on a page qualifies  
22 for protection, the non-Party shall also clearly identify the protected portion(s) (e.g., by making  
23 appropriate markings in the margins) and must specify, for each portion, the level of protection  
24 being asserted (either "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES  
25 ONLY").

26 10. A Party seeking to file any paper or other matter in any civil case designated  
27 CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" shall seek to file  
28 the paper or other matter under seal, pursuant to the Court's Local Rules, unless the Designating

1 Party authorizes, in writing, that such paper or other matter does not have to be filed under seal.

2 11. Any person in possession of "CONFIDENTIAL" or "CONFIDENTIAL --  
3 ATTORNEY'S EYES ONLY" information shall exercise reasonably appropriate care with  
4 regard to the storage, custody or use of such "CONFIDENTIAL" or "CONFIDENTIAL --  
5 ATTORNEY'S EYES ONLY" information in order to ensure that the confidential or highly  
6 confidential nature of the same is maintained.

7 12. If information designated "CONFIDENTIAL" or "CONFIDENTIAL --  
8 ATTORNEY'S EYES ONLY" is disclosed to anyone other than in a manner authorized by this  
9 Order, the Party responsible for such disclosure must: (a) immediately bring all pertinent facts  
10 relating to such disclosure to the attention of the Designating Party of the "CONFIDENTIAL"  
11 or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" information; (b) retrieve such  
12 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" information, or,  
13 where the information is not retrievable, certify that, as far as the Party responsible for  
14 disclosure is aware, such "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES  
15 ONLY" information has been lost or destroyed and that no copies are within the possession,  
16 custody, or control of unauthorized recipients of the information, documents, or materials; and  
17 (c) prevent further disclosure.

18 13. Unless otherwise permitted herein, within sixty (60) days after the final  
19 disposition of this litigation, including all appeals therefrom, all documents (originals and  
20 copies) designated as "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES  
21 ONLY" and all excerpts therefrom in the possession, custody, or control of any Parties (other  
22 than the Designating Party) and any experts, investigators, advisors, or consultants shall be  
23 destroyed by the Receiving Party (or, upon written request, returned to the Designating Party at  
24 the Designating Party's expense). The attorneys of record for each Party shall be entitled to  
25 retain all exhibits admitted into evidence at trial, pleadings, motion papers, discovery responses,  
26 deposition transcripts and exhibits, legal memoranda, correspondence and work product. Upon  
27 request, the Parties and their counsel shall separately provide written certification to the  
28 Designating Party within sixty (60) days after the final disposition of this litigation that the

1 actions required by this paragraph have been completed.

2 14. The Court shall retain jurisdiction over the Parties for the purpose of ensuring  
3 compliance with this Order and granting such amendments, modifications, and additions to this  
4 Order and such other and further relief as may be necessary, and any Party may apply to the  
5 Court at any time for an amendment, modification, or addition to this Order. This Order shall  
6 survive the final disposition of the action, by judgment, dismissal, settlement, or otherwise.

7 15. A Party in receipt of documents or information designated as  
8 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" hereunder who is  
9 required to disclose the document or information pursuant to any law, regulation, order, or rule  
10 of any governmental authority, shall give immediate advance notice within two (2) business  
11 days, to the extent possible, or, if not possible, shall give notice as soon as possible thereafter, of  
12 any such requested or actual disclosure in writing to the counsel of the other Parties to afford the  
13 Parties the opportunity to seek legal protection from or otherwise limit the disclosure of such  
14 information or documents.

15 16. Neither this Order nor any stipulation therefore, nor any disclosure or use of  
16 information or documents, in whatever form, pursuant to this Order, shall be deemed an  
17 admission, waiver, or agreement by any Party that any information or documents designated as  
18 "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" hereunder is or is  
19 not a trade secret or confidential information for purposes of determining the merits of any  
20 claims any Party may have against one another or a third Party. Neither this Order nor any  
21 stipulation resulting therefrom shall be deemed to expand the scope of discovery in these actions  
22 beyond the limits otherwise prescribed by law, nor to enlarge the scope of discovery to matters  
23 unrelated to these actions.

24 17. Inadvertent production of documents subject to work product immunity or the  
25 attorney-client privilege or any other privilege or immunity shall not constitute a waiver of the  
26 immunity or privilege; provided that the Designating Party notifies the Receiving Party in  
27 writing via facsimile or email, with confirmation by first-class mail, of such inadvertent  
28 production immediately upon learning of same. Such inadvertently produced documents, and all

1 copies thereof, shall be returned to the Designating Party upon request within five (5) business  
2 days except that, if the Receiving Party intends to request that the Court order the production of  
3 any such inadvertently produced documents, it may retain one copy of the document for such  
4 purpose and if so, notify the Designating Party promptly. The Receiving Party must return such  
5 inadvertently produced documents if the Receiving Party does not request such relief from the  
6 Court within a reasonable time period not to exceed 20 days, unless the Parties are engaged in  
7 good faith discussions regarding the documents or if the Court denies any such relief, whichever  
8 is longer, and no use may be made of such documents thereafter. Nothing in this Order shall  
9 prevent the Receiving Party from requesting that the Court order the production of any such  
10 inadvertently produced documents. Nothing in this Order prevents any Party from petitioning  
11 the Court for return of later discovered, inadvertently produced documents that are subject to  
12 work product immunity or attorney-client privilege or any other privilege or immunity.

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 18. Nothing in the Order shall be construed to affect the admissibility of any  
2 document, material, or information at any trial or hearing; any request for confidentiality,  
3 closure, or sealing of any hearing or trial must be made to the judge then presiding over this  
4 litigation. A Party intending to introduce confidential information or documentation at any  
5 hearing or trial in this litigation will approach the bench for a ruling on how the information or  
6 documentation is to be treated.

7  
8 DATED this \*\*\* day of March, 2012.

9 IT IS SO STIPULATED:  
10

11 **WEIDE & MILLER, LTD.**

**K&L GATES LLP**

12  
13 By: /s/ Kendelee L. Works

By: /s/ Alexandra P. Summer

14 R. Scott Weide, Esq.  
15 Kendelee L. Works, Esq.  
7251 W. Lake Mead Blvd., Suite 530  
Las Vegas, NV 89128

Harold H. Davis, Jr., Esq.  
Howard Chen, Esq.  
Alexandra P. Summer, Esq.  
4 Embarcadero Center, Suite 1200  
San Francisco, CA 94111-5994

16 Attorneys for JS Products, Inc

**MCDONALD CARANO & WILSON, LLP**

17  
18 Andrew P. Gordon, Esq.  
19 McDonald Carano & Wilson, LLP  
20 2300 West Sahara Avenue, Suite 1000  
Las Vegas, NV 89102

21 Attorneys for Kabo Tool Company  
22

23 **ORDER**

24 **IT IS SO ORDERED:**

25   
26 UNITED STATES MAGISTRATE JUDGE

27  
28 DATED: \_ March 19, 2012

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT A

JS PRODUCTS, INC.,	)	Case No.: 2:11-cv-01856-RCJ-GWF
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
KABO TOOL COMPANY; JOHN DOE	)	ACKNOWLEDGMENT UNDER
ENTITIES I-X; and JOHN DOES XI-XX,	)	PROTECTIVE ORDER
	)	
Defendants.	)	
	)	
<hr/>	)	
	)	
AND ALL RELATED CLAIMS	)	

1. My address is \_\_\_\_\_

3. My present employer is \_\_\_\_\_

4. My present occupation or job description is \_\_\_\_\_

7. I have carefully read and understood the provisions of the Stipulated Protective Order Regarding Confidentiality.

8. I will comply with all of the provisions of the Stipulated Protective Order Regarding Confidentiality.

9. I will hold in confidence, not disclose to anyone not designated in the Stipulated Protective Order Regarding Confidentiality, and will use only for the purposes of assisting in the

1 resolution of disputes between the Parties to the action, any information or documents  
2 designated as "CONFIDENTIAL" or "CONFIDENTIAL -- ATTORNEY'S EYES ONLY."

3 10. I will return all documents designated as "CONFIDENTIAL" or  
4 "CONFIDENTIAL -- ATTORNEY'S EYES ONLY" that may come into my possession, and  
5 documents or things which I may prepare relating thereto, to counsel for the Party who  
6 disclosed or furnished such documents to me promptly upon the request of counsel for all  
7 Parties or, if applicable, upon the request of counsel by whom I have been retained, or upon the  
8 conclusion of these actions.

9 11. I hereby submit to the jurisdiction of this Court for the purposes of enforcement  
10 against me, the terms of the Stipulated Protective Order Regarding Confidentiality and of the  
11 terms of this Declaration.

12 12. I declare under penalty of perjury of the laws of the United States and the State  
13 of Nevada that the foregoing is true and correct.

14  
15  
16 \_\_\_\_\_  
17 Date

\_\_\_\_\_  
Signature

**CERTIFICATE OF SERVICE**

I hereby by certify that I am an employee of Weide & Miller, Ltd. and that on March 16, 2012, I served the foregoing **STIPULATED PROTECTIVE ORDER REGARDING CONFIDENTIALITY** via the Court's CM/ECF filing system on all counsel of record and

Parties as listed:

Harold H. Davis, Jr., Esq.  
Howard Chen, Esq.  
Alexandra P. Summer, Esq.  
K&L Gates LLP  
4 Embarcadero Center, Suite 1200  
San Francisco, CA 94111-5994

Andrew P. Gordon, Esq.  
McDonald Carano & Wilson, LLP  
2300 West Sahara Avenue, Suite 1000  
Las Vegas, NV 89102

Attorney for Defendant  
Kabo Tool Company

Attorneys for Defendant  
Kabo Tool Company

*/s/ Kendele L. Works*

---

An employee of WEIDE & MILLER, LTD